

it was pointed out in the case of *Fort Leavenworth Railroad Co. v. Lowe*,³ does not spring from Art. I, Sec. 8, Cl. 17 of the Constitution, but finds root in the principle that the State and Federal Governments may deal with each other as they consider best to promote their mutual interests under the Constitution, and that, in furtherance of this reciprocal relation, a State may cede all or a part of its jurisdiction to the Federal Government even though it may not have consented to the purchase of the land under the express provisions of the Constitution.

16. Consent-to-purchase statute may be qualified.—Recent decisions of the Supreme Court of the United States have removed one of the principal sources of confusion as to the difference between the effect of a cession statute and a consent-to-purchase statute. The right of a State has never been questioned to attach to a cession statute such conditions or reservations as it may choose so long as they do not interfere with the Government's use of the land for the purpose acquired. However, this right has not always been recognized with respect to consent-to-purchase statutes. Dicta of early court decisions were responsible for the view that no conditions or reservations could be attached to a consent-to-purchase statute that were inconsistent with the exercise of exclusive jurisdiction by the United States over the land acquired.⁴ It is now recognized, however, that a consent to purchase may be conditionally given.

A West Virginia statute giving consent of that State to the acquisition by the United States of lands within the State, by purchase, lease, condemnation, or otherwise, contained a provision that "concurrent jurisdiction with this State in and over any land so acquired by the United States shall be, and the same is hereby ceded to the United States for all purposes. * * *" This provision reserving concurrent jurisdiction in the State was challenged on the ground that it qualified the consent given and was therefore inoperative. Declining to accept this view, and recognizing on the contrary that a consent-to-purchase statute may be qualified in the same manner as a cession statute, the Supreme Court of the United States observed, "The result to the Federal Government is the same whether consent is refused and cession is qualified by a reservation of concurrent jurisdiction, or consent to the acquisition is granted with a like qualification * * *."⁵ The court continued, "A transfer of legislative jurisdiction carries with it not only benefits but obligations, and it may be highly desirable, in the interest both of the national Government and

³ *Fort Leavenworth Railroad Co. v. Lowe*, 114 U. S. 525, 5 S. Ct. 995; *James v. Dravo Contracting Co.*, 302 U. S. 134, 147-149, 58 S. Ct. 208; *Collins v. Yosemite Park Co.*, 304 U. S. 518, 528-530, 58 S. Ct. 1009; *Stewart & Co. v. Sadrakula*, 309 U. S. 94, 99, 60 S. Ct. 431.

⁴ *United States v. Cornell*, 2 Mason 60; *Leavenworth v. Lowe*, 114 U. S. 525, 533, 534, 5 S. Ct. 995.

⁵ *James v. Dravo Contracting Co.*, 302 U. S. 134, 147-149, 58 S. Ct. 208.